



राष्ट्रीय सीमा शुल्क, उत्पाद शुल्क एवं नार्कोटिक्स अकादमी

क्षेत्रीय प्रशिक्षण संस्थान,

**NATIONAL ACADEMY OF CUSTOMS, EXCISE & NARCOTICS,
REGIONAL TRAINING INSTITUTE,
No.40, HMT Factory Main Road,
Next to HMT School, Jalahalli,
Baengaluru-560 013
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C.No.IX/17/01/2015-16 NACEN (BZ)

Date: 13.3.2017

Limited Tender Enquiry No.8/2017

Sub: Tender for Hiring Driver for Swaraj Mazda 40 seater Mini-bus -reg.

Sealed bids are hereby invited from reputed and established Manpower Service Providers stationed in Bengaluru for providing Driver for Swaraj Mazda Bus 40+1 seater Mini-bus owned by National Academy of Customs, Excise & Narcotics (NACEN) situated at Jalahalli, Bengaluru – 560 096.

The following documents giving details are enclosed.

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|---|---|--------------|
| 1. Terms & Conditions | - | Annexure I |
| 2. Technical Bid | - | Annexure II |
| 3. Financial Bid (Proforma for quoting rates) | - | Annexure III |

Bidders interested in providing this service may submit the details in Annexure-I, II and III. The Technical Bid (Pre-qualifications requirements (Annexure-II) along with all relevant documents should be placed in one envelope and Commercial Bid (Proforma for quoting rates) (Annexure III) should be placed in another envelope. Both the sealed envelopes be placed in another sealed cover and superscribed “Tender for Driver for National Academy of Customs, Excise & Narcotics, Bengaluru” and the same may be forwarded to the Additional Director General, National Academy of Customs, Excise and Narcotics, No.40, HMT, Next to HMT School, Jalahalli, Bengaluru – 31 so as to reach by 1500 hrs on 13.3.2017

The Principal Additional Director General, National Academy of Customs, Excise and Narcotics, Jalahalli, Bengaluru reserves the right to accept or reject any or all the quotations without assigning any reason whatsoever.

(D.P.NAGENDRA KUMAR)

PRINCIPAL ADDITIONAL DIRECTOR GENERAL

TERMS AND CONDITIONS

GENERAL CONDITIONS

1. NACEN, RTI, Bangalore invites quotations for hiring of a driver for its Swaraj Mazda Bus as indicated in the tender enquiry.
2. The bidder may submit his bid in two parts i.e. the Technical bid and the Financial bid.
3. The Technical bid should be submitted in Annexure-II along with all relevant documents enclosed and the Financial bid should be submitted in the Proforma prescribed in Annexure III.
4. The Technical Bids will be opened first. The Financial Bids, of only those service providers, will be opened, who qualify in the Technical Bids and have agreed for both terms of contract.
5. The Department reserves right to accept/ reject any tender or all tenders without assigning any reason.
6. The bidder should have experience of minimum 3 to 5 years in the field of outsourcing of services i.e. providing manpower to various organizations. Further the bidder should have provided such services to Govt.organisations/Public Sector undertaking/reputed Private sector organizations. Proof for having provided such services should be enclosed to the technical bid.
7. The Service Provider should be registered as Service Provider with the jurisdictional Service Tax Commissionerate, Department of Labour (State Government), Employees Provident Fund Organization (Ministry of Labour, Govt. of India), Employees State Insurance Corporation (ESI Act, 1948) and Karnataka Shops & commercial Establishments Act, 1961 and other Department as required under the Law for running of his business. Copies of all relevant registrations to be enclosed to the Technical bid.
8. The Service provider should have a minimum turnover of Rs. 2 crores from outsourcing of services during any two years in the preceding three financial years. Turnover certificates/balance sheets must be enclosed as proof along with the Technical bid

9. In the Financial bid the Rates should be indicated in both figures and words. If there is difference between the two said rates, the rates quoted in words will prevail.
10. The rates quoted should be inclusive of all taxes. NACEN Bengaluru will not pay any extra amount
11. The Rates shall be valid for a period of one year from **01.04.2017 to 31.03.2018**.
12. The Principal Additional Director General, NACEN, Bengaluru reserves the right to terminate the contract, by giving 15 days notice in writing without assigning any reasons and without incurring any financial liability whatsoever to the Service Provider.
13. **The Service Provide should provide a Driver for the vehicle.** He shall ensure that the personnel deployed by him do not have any criminal antecedents and Driver should have minimum five years experience with valid heavy vehicle license with passenger carrying permit.
14. The bidder shall be solely responsible for any/all disputes between him and the personnel deployed by him. The Department will not entertain any such dispute and there should be no claim or liability against NACEN, Bengaluru or any of its officers on this account. The Contractor will keep the NACEN indemnified against all actions.
15. The Service Provider will be responsible for any violation of Traffic Rules by the Driver or any contravention of Motor Vehicle Act as result of use of said vehicle. NACEN shall have no liability whatsoever in this regard.
16. In case of any accident, involving the use of vehicle and/or injury etc to the Driver deployed, all the claims arising out of the same shall be met by Service Provider/ Contractor and NACEN, Bengaluru shall have no liability whatsoever in this regard.
17. The service provider shall be solely responsible for payment of wages/salaries, other benefits, allowances to Driver deployed and all other statutory / other dues payable as per Central / State Government / Municipality. Rates etc., other Laws etc. as applicable to personnel deployed that might become applicable under any Act or Order of the Government. NACEN Bengaluru shall have no liability whatsoever in this regard.

18. The Department shall not entertain any claim, damages, insurance liability, etc. arising out of mishap/ accident etc. to the personnel employed by the Contractor. The Service Provider will take such necessary action, under the various Acts / Rules / Laws as required to take care of personnel deployed including medical treatment and transportation to hospital etc. as and when required. National Academy of Customs, Excise & Narcotics, Bengaluru will not be responsible for any claim in this regard by any third party and the same would be met by the Service Provider.
19. The Service Provider should specifically note that the engagement of the Service Provider under this contract does not in any way confer any right on the Service Provider or the persons that may be deployed by him in this office, for claiming any regular employment in this office or any other Government Office .The Service Provider should also obtain a written undertaking from the persons deployed by him to work in this office that they are fully aware that their deployment to work in this office does not confer any right on them for claiming any regular employment in this office or any other Government Office. Attested copy of such undertaking has to be submitted to the Department at the time of signing of Contract.
20. The Service Provider will comply with all the Legal Rules, Regulations and Statutory obligations cast on him as per the Central / State Government / Municipality / Local Bodies relating to such deployment of personnel.
21. In case of any default by the Service Provider in respect of any of the Terms & Conditions, (whether General or Special), the Additional Director General, NACEN may without prejudice to any other right/ remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or part, by giving 15 days notice in writing to the Service Provider . The said notice will be deemed to have been issued if a Registered Copy of Notice is sent to the address of the Service Provider as per the Agreement.
22. The Service Provider and the driver deployed will comply with all rules and regulations involving the use of the vehicle of NACEN, Bengaluru.
23. Driver should be in proper uniform, well versed with Bengaluru routes. The Driver should be well behaved and courteous to the officers of Central Excise, Customs and Service Tax. The Driver should have a mobile connection with him.

TERMS OF PAYMENT

1. The liability to pay all taxes / duties / other levies of Local bodies, State & Central Government or any other Authority in respect of services rendered will vest with Service Provider.
2. The Service Provider will submit the monthly bill for reimbursement in duplicate to NACEN Bengaluru in the first week of following month and payment will be made electronically to the account of the service provider.
3. The Service Provider shall make regular, timely and full payment of labour charges, salaries and other payments as due, as per the labour laws or any other laws to its personnel deputed under the Service contract.
4. At the time of payment of bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
5. The Additional Director General, NACEN, Bengaluru shall be at liberty to withhold any payments in full or in part for default in service and / or for the loss incurred by the Department as result of theft burglary etc.
6. In case the Service Provider fails to carry out the said services or fails to deliver services to the desired standard due to absence of his personnel or any other reason, penalty as decided by the Additional Director General, NACEN, Bengaluru shall have to be paid by the Service provider. The decision of the Department will be final and binding on the Service Provider and shall not be subject to any dispute or arbitration and the penalties so imposed will be recovered from the amount/ payment due to the Service Provider.
7. All disputes will be subject to local jurisdiction only.
8. Rates once finalized will be fixed at least for the period from 01.04.2017 to 31.03.2018.
9. The period of contract is from 01.04.2017 to 31.03.2018.
10. On acceptance of his bid, the Service Provider shall provide a security deposit of 5% of the contract value as performance security in the form of an account payee demand draft/ fixed deposit receipt/ bank guarantee from a Commercial bank safeguarding NACEN's interest in all respects.



(D.P.NAGENDRA KUMAR)
PRINCIPAL ADDITIONAL DIRECTOR GENERAL

ANNEXURE-II

(TECHNICAL BID)

To be submitted in a separate *sealed* envelope subscribing "Technical Bid"
Pre-qualification requirements for award of contract for 'Driver'

1.	Name of the Organization/ Firms with full address with pin code, Phone No, Fax No, email etc.	
2.	Name of the Proprietor / Partners / Directors	
3(a)	PAN No. of the Firm.	
3(b)	Copy of the Income Tax Return filed for last three years and Income Tax Clearance Certificate (ITCC) for the last year to be attached.	
3(c)	Balance sheets/Turnover certificates for the previous three years.	
4	Total strength of staff/workers available with the Service Provider	
5	List of the Public Sector/Govt. Organization to which similar Services have been provided by the Contractors / Firms / Agencies during the last 5 years. List of Government Organizations where the Service Provider is currently providing services may also be indicated. (Please attach the job order/service certificate from Govt. Office / Public Sector)	
6	The Service Provider should also submit Copies of Registration Certificate obtained from Service Tax Department (Ministry of Finance), Department of Labour, State Government, Employees Provident Fund Organization (Ministry of Labour, Govt. of India), Employees State Insurance Corporation (ESI Act, 1948) and Karnataka Shops & Commercial Establishments Act,1961.	
7	Registration Number of Tenderer/Concern with Service Tax Department : (Attested Photo copy of registration certificate should be attached)	
8	Registration Number of Tenderer/Concern with other Government Departments : (Attested Photo copy of registration certificate should be attached)	
9	Any other information to be considered :	

(FINANCIAL BID)

PROFORMA FOR QUOTING RATES

To be submitted in a separate sealed envelope subscribing "FINANCIAL BID"

Sr No	Category	Rates (in Rs.) per month for Driver inclusive of all taxes
01	Driver with 5 years experience and valid license	

2. Any other information:

Signature of Authorized person with date: _____

Name & full address: _____

Telephone No:

Office:

Fax No:

Residence:

Email:

Seal _____